

Fill in this information to identify the case:

Debtor 1 David Warren

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Middle District of PA
(State)

Case number 18-01843

Form 4100R

Response to Notice of Final Cure Payment

10/15

According to Bankruptcy Rule 3002.1(g), the creditor responds to the trustee's notice of final cure payment.

Part 1: Mortgage Information

Name of creditor: M&T Bank Court claim no. (if known):
13

Last 4 digits of any number you use to identify the debtor's account: 2 5 2 3

Property address: 209 Ewe Rd
Number Street

Mechanicsburg PA 17055
City State ZIP Code

Part 2: Prepetition Default Payments

Check one:

- ☒ Creditor agrees that the debtor(s) have paid in full the amount required to cure the prepetition default on the creditor's claim.
- ☐ Creditor disagrees that the debtor(s) have paid in full the amount required to cure the prepetition default on the creditor's claim. Creditor asserts that the total prepetition amount remaining unpaid as of the date of this response is: \$ _____

Part 3: Postpetition Mortgage Payment

Check one:

- ☒ Creditor states that the debtor(s) are current with all postpetition payments consistent with § 1322(b)(5) of the Bankruptcy Code, including all fees, charges, expenses, escrow, and costs.

The next postpetition payment from the debtor(s) is due on: 03/08/2023
MM / DD / YYYY

- ☐ Creditor states that the debtor(s) are not current on all postpetition payments consistent with § 1322(b)(5) of the Bankruptcy Code, including all fees, charges, expenses, escrow, and costs.

Creditor asserts that the total amount remaining unpaid as of the date of this response is:

- a. Total postpetition ongoing payments due: (a) \$ _____
- b. Total fees, charges, expenses, escrow, and costs outstanding: + (b) \$ _____
- c. **Total.** Add lines a and b. (c) \$ _____

Creditor asserts that the debtor(s) are contractually obligated for the postpetition payment(s) that first became due on:

 / /
MM / DD / YYYY

Part 4: Itemized Payment History

If the creditor disagrees in Part 2 that the prepetition arrearage has been paid in full or states in Part 3 that the debtor(s) are not current with all postpetition payments, including all fees, charges, expenses, escrow, and costs, the creditor must attach an itemized payment history disclosing the following amounts from the date of the bankruptcy filing through the date of this response:

- ☐ all payments received;
- ☐ all fees, costs, escrow, and expenses assessed to the mortgage; and
- ☐ all amounts the creditor contends remain unpaid.

Part 5: Sign Here

The person completing this response must sign it. The response must be filed as a supplement to the creditor's proof of claim.

Check the appropriate box::

- ☒ I am the creditor.
☐ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this response is true and correct to the best of my knowledge, information, and reasonable belief.

Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this response applies.

x Kiara Hughes
Signature

Date 02 / 24 / 2023

Print Kiara Hughes Title Bankruptcy Specialist
First Name Middle Name Last Name

Company M&T Bank

If different from the notice address listed on the proof of claim to which this response applies:

Address _____
Number Street

City State ZIP Code

Contact phone (800) 837- 7694 Email khughes1@mtb.com

5-770-20593-0000155-001-000-000-000-000

DAVID L WARREN JR
209 EWE RD
MECHANICSBURG PA 17055-4875

IMAGE ONLY

Contact Us



General Customer Service: 1-800-724-6444



Correspondence Mailing Address:
P.O. Box 900, Millsboro, DE 19966-0900

Payment Mailing Address:
P.O. Box 62146, Baltimore, MD 21264-2146



www.mtb.com

Statement Period : 01/17/23 - 02/12/23

Days in Billing Cycle : 27

Account Information

Account Number	
Property Address	209 EWE RD LOWER ALLEN TOWNSHIP PA 17055
Annual Percentage Rate	4.4294%
Total Line of Credit	\$36,500.00
Current Principal Balance ^	\$18,619.03
Available Credit	\$0.00
Repayment Period Expiration Date	October 15, 2042
2022 Finance Charges Paid	\$1,181.13
2023 Finance Charges Paid Year-to-Date	\$88.20

^ This is NOT a payoff amount. To obtain the amount required to pay your line of credit in full, please call 1-800-724-6444.

Payment Summary

ACCOUNT DUE DATE	03/08/23
Payment Breakdown	
Principal	+\$199.81
Interest	+\$67.46
Credit Life Insurance	+\$0.00
Late Charge	+\$0.00
Miscellaneous Fee(s)	+\$0.00
Amount Billed This Statement	\$267.27
Over Credit Limit Amount	+\$0.00
Unpaid Charge(s)	+\$0.00
TOTAL AMOUNT DUE 03/08/23	\$267.27

Balance and Finance Charge Summary

	Line of Credit Base Account	Fixed Term Loan 1 (4002)	Total
Previous Balance	\$0.00	\$19,562.13	\$19,562.13
Payments / Credits	- \$0.00	- \$945.07	- \$945.07
Advances / Debits	+ \$0.00	+ \$0.00	+ \$0.00
Finance Charges	+ \$0.00	+ \$69.43	+ \$69.43
Credit Life Insurance	+ \$0.00	—	+ \$0.00
Late Charges	+ \$0.00	—	+ \$0.00
Other Fees	+ \$0.00	—	+ \$0.00
Ending Balance	\$0.00	\$18,686.49	\$18,686.49
Principal Balance	\$0.00	\$18,619.03	\$18,619.03
Daily Periodic Rate	0.0306575%	0.0136712%	—
Corresponding APR	11.190%(**)	4.990%(+)	—
Average Daily Balance	\$0.00	\$18,809.47	\$18,809.47
Number of Payments	—	180	—
Payments Remaining	—	86	—
Fixed Term Loan Payment	—	\$267.27	—

See additional footnote information on back of statement.



DAVID L WARREN JR

AMOUNT DUE

Due by 03/08/23 \$267.27

M&T BANK
PO BOX 62146
BALTIMORE MD 21264-2146

Additional Principal to Loan 1 - 4002 \$

Total Amount Enclosed - \$

PAYMENT OPTIONS

M&T provides you the following options for making your loan payments:



Payment by mail
P.O. Box 62146
Baltimore, MD 21264-2146



Pay at any
M&T Branch



Online One-Time and
Recurring Payments
Available through M&T
Web Banking www.mtb.com



Pay-by-phone*
1-800-724-6444

*A fee may apply in limited circumstances

ONLINE SERVICES

M&T offers a variety of online services to help you better manage your Home Equity Line of Credit including:

- Online Payments
 - One-time or recurring payments from your M&T checking or savings account.
 - Receive your monthly statement electronically.
- View your loan account information, including recent activity, history, principal balance and interest rate.

Simply visit www.mtb.com and log onto or enroll in M&T Web Banking. For further assistance please contact us at 1-800-790-9130.

CREDITING OF PAYMENTS

You may make payments by any of the options listed below. All payments must be made in U.S. dollars.

- You may make payments by regular U.S. mail. Payments must be made by check or money order. Do not send cash. Payments must be accompanied by a payment stub for the Account and received at our address indicated on the payment stub. If your payment is in accordance with these instructions and is received by us on any day by 5:00 p.m. ET, your payment will be effective as of that day. If your payment is in accordance with these instructions and is received by us on any day after 5:00 p.m. ET, your payment will be effective as of the next calendar day.
- You may make payments in person at a branch, by phone, or at the ATM. If you make a payment by one of these methods any day, your payment will be effective as of that day.
- You may make payments via Online Banking. If a Loan Payment is scheduled any day before 10:30 p.m. ET, your payment will be effective as of that day. If a Loan Payment is scheduled any day after 10:30 p.m. ET, your payment will be effective as of the next calendar day. If an External Transfer Payment is scheduled Monday through Friday after 5:00 p.m. ET, your payment will be effective as of the next business day. Note: External Transfer Payments are available for Consumer Installment Loans only and cannot be scheduled for a weekend or holiday.
- You may make payments via ACH. If you make a payment via ACH, your payment will be effective the day the payment is due.

Reporting of Account Information to Credit Bureaus. We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think M&T has reported inaccurate information to a credit bureau, you may submit a dispute online with the credit bureau or write to us at M&T Bank, PO Box 900, Millsboro, DE 19966.


To locate a HUD approved counseling agency please call: 1-800-569-4287, or visit <http://www.hud.gov>.

BANKRUPTCY

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.

S-100126 (7/10)

This statement is intended to supply information and disclosures required by CFR 1026.41 regarding the referenced mortgage account. It is sent in compliance with State and Federal Law and not an attempt to collect any debt. **Additional disclosures located on the back of page 2.**

**MEMBER FDIC**

AUTOMATED ACCOUNT INFORMATION

Account information is easy to access through M&T Bank's Automated Phone Service by calling 1-800-724-6444. Please have your loan number and the first five digits of your Social Security Number ready to access this convenient service. Automated information is available 24 hours a day, 7 days a week.

HOMEOWNERS INSURANCE (IF APPLICABLE)

- **Insurance Requirements:** The terms of your loan require you maintain homeowners insurance coverage not less than the replacement value of your property. We suggest that you consult your insurance company to determine these coverage amounts. **In the event we determine that the property is not adequately insured, we may purchase, at your expense, a lender placed policy to protect our interest. This insurance is more costly and may provide less coverage than your original policy.**
- **Policy Information:** To protect our mutual interests, the mortgagee clause of your policy must include the following: M&T Bank, its Successors and/or Assigns, Loan# _____, P.O. Box 5000, Springfield, OH 45501-5000.
- **Damaged Property:** In the event of damage to your home, you should notify your insurance agent. After the claim has been filed, please contact us at 1-800-724-6444 so that we may guide you through this process.
- Flood Insurance is required for all properties located in a Special Flood Hazard Area as designated by FEMA. Your Flood Insurance policy must include the following: M&T Bank, its Successors and/or Assigns, P.O. Box 1288, Buffalo, NY 14240-1288. **In the event we determine that the property is not adequately insured, we may purchase, at your expense, a lender placed policy to protect our interest. This insurance is more costly and may provide less coverage than your original policy.**

IMPORTANT ADDRESSES

Payments: P.O. Box 62146 Baltimore, MD 21264-2146	Overnight Mail: 499 Mitchell Street Millsboro, DE 19966
General Correspondence: P.O. Box 900 Millsboro, DE 19966	

OTHER INFORMATION REGARDING YOUR STATEMENT

- A minus sign (-) indicates a credit or credit balance.
- M&T Bank retains a security interest in your real property.
- (*) Charges applied to total account.
- (**) The periodic rate and APR may vary.
- (+) The periodic rate and APR will not vary.
- (++) Credit Life Insurance Average Daily Balance is based on outstanding balance of whole account. Subject to a maximum amount of insurance available – refer to your policy or certificate.
- If your loan is in the draw phase and you chose to pay only interest during the draw phase, the Amount Due is comprised of interest and other fees due on your loan. It does not include any amounts that will be applied toward your outstanding principal balance. Please remember, your outstanding principal balance(s) may be paid in whole, or in part, at any time without penalty. If you are unsure whether or not the Amount Due includes principal, please contact us at 1-800-724-6444.

ADDRESS CHANGE REQUEST:

To change your address, please visit your local M&T Bank branch or call our Telephone Banking Center at 1-800-724-6444. Our representatives would be happy to assist you. Thank you!

5-770-20593-0000155-001-000-000-000-000

DAVID L WARREN JR
209 EWE RD
MECHANICSBURG PA 17055-4875

Account Number

Transaction Activity for this Statement Period								
Effective Date	Description	Total Amount	Principal	Interest	Late Charge	Fees	Credit Life Insurance	Principal Balance
01/17/23	Beginning Balance							\$19,473.93
11/22/22	Adjustment (4002)			-\$1.62				
11/22/22	Payment (4002)	\$213.20	-\$213.20					\$19,260.73
01/05/23	Adjustment (4002)			-\$0.34				
01/05/23	Payment (4002)	\$213.21	-\$213.21					\$19,047.52
01/15/23	Payment (4002)	\$150.00	-\$61.80	-\$88.20				\$18,985.72
01/15/23	Adjustment (4002)			-\$0.01				
01/18/23	Payment (4002)	\$66.69	-\$66.69					\$18,919.03
01/28/23	Payment (4002)	\$150.00	-\$150.00					\$18,769.03
02/10/23	Payment (4002)	\$150.00	-\$150.00					\$18,619.03
02/12/23	Ending Balance							\$18,619.03
02/12/23	Finance Charges Assessed (4998)			\$0.00				
02/12/23	Finance Charges Assessed (4002)			\$69.43				

IMPORTANT MESSAGES

M&T Bank is attempting to collect debt and any information obtained will be used for that purpose. If you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect this debt against you personally, but is notice of a possible enforcement of the lien against the collateral property.

BILLING RIGHTS SUMMARY

In Case of Errors or Questions About Your Bill

- If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at M&T BANK, P.O. BOX 62986, BALTIMORE, MD 21264-2986, Attention: HOME EQUITY SERVICING DEPARTMENT, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.
- In your letter, give us the following information:
 - Your name and account number.
 - The dollar amount of the suspected error.
 - Describe the error and explain, if you can, why you believe there is an error.If you need more information, describe the item you are unsure about.
- You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount in question.

CONSUMER COMPLAINTS & INQUIRIES

If you have a loan secured by real estate located in New York State:

- You can direct any complaints and inquiries to M&T Bank by referencing the “Contact Us” section on the first page of this statement.
- You have the right to file complaints about M&T Bank with the New York State Department of Financial Services.
- You can obtain further information by calling the New York State Department of Financial Services’ Consumer Assistance Unit at 1-800-342-3736 or by visiting the Department’s website at www.dfs.ny.gov.
- M&T Bank is exempt from the NY DFS Superintendent's mortgage loan servicer registration requirements.
- **Consumers can request this communication in an alternate format such as large print or braille. Please contact us at 1-800-724-2440 to request communications in an alternate format.**

IMPORTANT INFORMATION FOR SERVICEMEMBERS

Pursuant to the Servicemembers Civil Relief Act, you & your dependents may be eligible for certain benefits and/or protections. For further information, please contact our SCRA Servicing Team by phone 8:30am-5pm (EST) Monday-Friday at: 1 855 350 SCRA (7272), or 1 302 934 4872, by email at scraservicing@mtb.com, or by mail at PO Box 900, Millsboro DE 19966.

CALCULATING THE FINANCE CHARGE

- If you have a home equity Line of Credit account, we use the “daily balance” on your account (including current transactions) to figure the finance charge. To get the “daily balance” we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits, unpaid finance charges, other charges, and credit insurance premiums. This gives us the daily balance. We then multiply the daily balance by the daily periodic rate shown on the front of the statement, which gives you the Finance Charge for that day. We then add together the Finance Charges for all of the days in the billing cycle, and the sum is the Finance Charge for that period. To make your review of this statement easier, we have disclosed the “average daily balance” on the front of this statement (rather than each daily balance for all the days in the period). To verify the Finance Charge, you can multiply the average daily balance shown on the front by the number of days in the billing cycle, and then multiply that number by the daily periodic rate.
- If you have an M&T CHOICEquity Line of Credit account or if one or more Tiers are in effect, we use the “daily balance” (including current transactions) for each part of your account to figure the finance charge for that part of your account. The daily balance for each part of the account is determined in the same way that it is for home equity Line of Credit accounts. We then multiply the daily balance for each part of the account by the daily periodic rate for each part of the account shown on the front of the statement, which gives you the Finance Charge for the day. We then add together the Finance Charges for each part of the account for all the days in the billing cycle, and the sum is the Finance Charge for that period for that part of your account. Once the Finance Charges for each part of the account are determined in this fashion, they can be added together to determine the Finance Charge for the entire account. To make your review of this statement easier, we have disclosed the “average daily balance” on the front of this statement (rather than each daily balance for all the days in the period) for each part of the account. To verify the Finance Charge for each part of the account, you can multiply the average daily balance for that part of your account, shown on the front by the number of days in the billing cycle, and then multiply that number by the daily periodic rate.
- The Finance Charge begins to accrue on the day each loan is posted to this Account. There is no time during which credit is extended that you do not incur a Finance Charge.